

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OHIO
Eastern Division

HODELL-NATCO INDUSTRIES, INC.)	CASE NO. 1:08 CV 2755
)	
Plaintiff,)	JUDGE: LESLEY WELLS
)	
-vs-)	MAGISTRATE JUDGE: GREG WHITE
)	
SAP AMERICA, INC., et al.)	<u>Rule 26(a) Initial Disclosures of Plaintiff</u>
)	<u>Hodell-Natco Industries, Inc.</u>
Defendants.)	
)	

Plaintiff Hodell-Natco Industries, Inc., by and through undersigned counsel and pursuant to Fed. R. Civ. P. 26(a)(1), submits the following Initial Disclosures.

I. Individuals Likely to Have Discoverable Information

1. Otto Reidl, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Otto Reidl has knowledge regarding plaintiff's purchase of the SAP Business One and Inflight software, including the defendants' representations prior to the sale, and the malfunctions associated therewith. Mr. Reidl has additional knowledge regarding plaintiff's communications with the defendants regarding the problems associated with the software, the defendants' failure to remedy the software's defects, and the damages suffered.

2. Kevin Reidl, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Kevin Reidl has knowledge regarding plaintiff's purchase of the SAP Business One and Inflight software, including the defendants' representations prior to the sale, and the malfunctions associated therewith. Mr. Reidl has additional knowledge regarding plaintiff's communications with the defendants regarding the problems associated with the software, the defendants' failure to remedy the software's defects, and the damages suffered.

3. Ellen Daniels, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Ellen Daniels has knowledge regarding plaintiff's purchase of the SAP Business One and Inflight software, and the malfunctions associated therewith. Ms. Daniels has additional

knowledge regarding plaintiff's communications with the defendants regarding the problems associated with the software, and the defendants' failure to remedy the software's defects.

4. Joe Vislocky, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Joe Vislocky has knowledge regarding malfunctions associated with the SAP Business One and Inflight software. Mr. Vislocky has additional knowledge regarding plaintiff's communications with the defendants regarding the problems associated with the software, and the defendants' failure to remedy the software's defects.

5. Terry Phillips, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Terry Phillips has knowledge regarding the malfunctions associated with the SAP Business One and Inflight software. Mr. Phillips has additional knowledge regarding plaintiff's communications with the defendants regarding the problems associated with the software, and the defendants' failure to remedy the software's defects.

6. Dan Lowery, LSi-Lowery, Inc., 1329 Horan Dr, Fenton, MO 63026 (636-349-4556)

Dan Lowery is an employee of LSi-Lowery, and therefore, the full extent of his knowledge regarding this case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Lowery possesses knowledge regarding the marketing and promotion of the SAP Business One and Inflight software, including the representations made to Hodell-Natco regarding the software's capabilities and development of Inflight add-on software. Mr. Lowery is also expected to have knowledge regarding the defendants' failure to remedy the defects in the defendants' software, resulting in damages to Hodell-Natco.

7. Dale Van Leeuwen, LSi-Lowery, Inc./IBIS, 40 W037 Red Hawk Ct., Saint Charles, IL 60174 (630-513-7136)

Dale Van Leeuwen is a former employee of LSi-Lowery and/or The IBIS Group, and therefore, the full extent of his knowledge regarding this case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Van Leeuwen possesses knowledge regarding the marketing and promotion of the SAP Business One and Inflight software, including the representations made to Hodell-Natco regarding the software's capabilities, and development of Inflight add-on software.

8. Joe Guaganti, 3709 Deville Lane, St. Charles, IL 60175 (630-802-0584)

Upon information and belief, Joe Guaganti has knowledge regarding development of Inflight add-on software and its capabilities. Mr. Guaganti is also expected to have

knowledge regarding the defendants' failure to remedy defects in the software, resulting in damages to Hodell-Natco.

9. Paul Killingsworth, SAP America, Inc., 5215 N O'Connor Blvd, Suite 800, Irving, TX 75039 (972-375-1163)

Paul Killingsworth is an employee of SAP America, Inc., and therefore, the full extent of his knowledge regarding this case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Killingsworth possesses knowledge regarding the marketing and promotion of the SAP Business One software, including the representations made to Hodell-Natco regarding the software's capabilities. Mr. Killingsworth is also expected to have knowledge of the defendants' failure to remedy defects in the software, resulting in damages to Hodell-Natco.

10. Dan Kraus, SAP America, Inc. 5215 N O'Connor Blvd, Suite 800, Irving, TX 75039 (972-375-1163)

Dan Kraus is an employee of SAP America, Inc., and therefore, the full extent of his knowledge regarding the case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Kraus possesses knowledge regarding the marketing and promotion of the SAP Business One software, including the representations made to Hodell-Natco regarding the software's capabilities. Mr. Kraus is also expected to have knowledge regarding the defendants' failure to remedy defects in the software, resulting in damages to Hodell-Natco.

11. Dirk Boessmann, SAP AG, Neurottstrasse 16, d-69190 Walldorf, Germany (+49 6227 747474)

Dirk Boessmann is an employee of SAP AG, and therefore, the full extent of his knowledge regarding the case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Boessmann possesses knowledge regarding the marketing and promotion of the SAP Business One software, including the representations made to Hodell-Natco regarding the software's capabilities. Mr. Boessmann is also expected to have knowledge regarding the defendants' failure to remedy defects in the software, resulting in damages to Hodell-Natco.

12. Ross Elliot, Radio Beacon/Accelos, 90 S Cascade Ave, Colorado Springs, CO 80903 (719-433-7000)

Ross Elliot is an employee of Radio Beacon and/or Accelos and therefore, the full extent of his knowledge regarding the case is outside the personal knowledge of Hodell-Natco. Upon information and belief, Mr. Elliot possesses knowledge regarding the defects experienced by

Hodell-Natco in implementing the SAP Business One and Inflight software, and defendants' failure to remedy defects in the software, resulting in damages to Hodell-Natco.

13. Penelope A. Vitantonio, American Express, 1400 North Point Tower, 1001 Lakeside Ave., Cleveland, Ohio 44114 (216-523-1900)

Upon information and belief, Penelope A. Vitantonio has knowledge regarding SAP's representations for SAP Business One user capacity.

14. Mark Betts, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Mark Betts has knowledge regarding the malfunctions associated with the SAP Business One and Inflight software.

15. Debbie Soltis, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Debbie Soltis has knowledge regarding malfunctions of the SAP Business One and Inflight software and the disruptions caused to Plaintiff's business operations.

16. Ray Zucco, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Ray Zucco has knowledge regarding malfunctions of the SAP Business One and Inflight software and the disruptions caused to Plaintiff's business operations.

17. Floyd Lesti, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Floyd Lesti has knowledge regarding malfunctions of the SAP Business One and Inflight software, the disruptions caused to Plaintiff's business operations, and the damages suffered by Plaintiff as alleged in the First Amended Complaint.

18. Cathy Scherer, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Cathy Scherer has knowledge the malfunctions of the SAP Business One and Inflight software, and the disruptions caused to Plaintiff's business operations.

19. Dave Evans, employee of Hodell-Natco Industries. May be contacted through Plaintiff's counsel only.

Dave Evans has knowledge regarding malfunctions of the SAP Business One and Inflight software and the disruptions caused to Plaintiff's business operations.

II. Production of Documents

Plaintiff is prepared to produce documents upon execution and filing of a Stipulated Confidentiality Agreement and Protective Order.

III. Computation of Damages

Plaintiff has not completed its investigation of the facts of this case, nor has Plaintiff engaged an expert to perform damages calculations. Accordingly, any calculation of damages supplied in these Initial Disclosures is subject to modification upon the completion of discovery and the retention of an expert to calculate damages.

Subject to the foregoing, Plaintiff asserts a claim for the following categories of damages:

1. Payments for purchase of the SAP Business One Software: \$325,000.00 to \$330,000.00.
2. Costs associated with maintenance functions on the SAP Business One Software: \$126,000.00.
3. Cost of Radio Beacon Licenses: \$55,000.00 to \$130,000.00.
4. Software support relating to LSi-Lowery: \$336,000.00 to \$340,000.00.
5. Training, testing and travel expenses: \$35,000.00 to \$50,000.00.
6. Implementation Productivity Loss: \$248,000.00 to \$263,000.00.
7. Productivity loss associated with unsuitability and malfunctions of SAP Business One Software: \$2,425,000.00 to \$2,600,000.00.
8. Lost opportunity costs: \$900,000.00 to \$1,500,000.00.
9. Inventory control costs: \$45,000.00 to \$75,000.00.
10. Interest on debt incurred to cover costs associated with unsuitability and malfunctions of SAP Business One Software: \$430,000.00 to \$550,000.00.
11. Lack of five-year payback on investment in SAP Business One: \$1,000,000.00 to \$1,200,000.00.

12. Legal expenses: Undetermined.

IV. Insurance Agreements

Plaintiff has not made an insurance claim for any portion of its incurred damages and, to date, has not located an insurance policy insuring Plaintiff against such damages.

Respectfully submitted,



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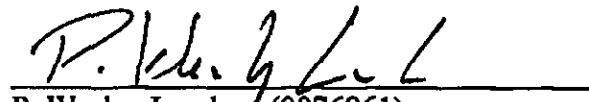
Attorneys for Hodell-Natco Industries, Inc.

CERTIFICATE OF SERVICE

A true and accurate copy of the Rule 26(a) Initial Disclosures of Plaintiff Hodell-Natco Industries, Inc. was served by Regular United States Mail this 24th day of May, 2010 upon the following:

Roy A. Hulme
Reminger Co., L.P.A.
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101 Prospect Avenue, West
Cleveland, Ohio 44115
Attorney for Defendants LSI-Lowery
Systems, Inc. and The IBIS Group, Inc.

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